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PART I

Punjab Government Notifications and Orders

GOVERNMENT OF PUNJAB

DEPARTMENT OF PUBLIC WORKS

(Buildings & Roads-3 Branch)

NOTIFICATION

The 3rd August, 2023

No.PWDCEH-11012/56/2022-6BR3/2977.- Guidelines/Norms for Grant of permissions on State Roads (SH/MDR/ODR/LR) for construction of access to Fuel Stations, Wayside Amenities, Private Properties, Rest Area Complexes, Connecting Roads and such other facilities.

In supersession of Punjab Government Notification No. 6/33/07-5B&R(3)/2352, dated 23.08.2007 and No. 12/23/2019-3BR3/1402253, dated 24.01.2019 vide which Norms/Guidelines were notified for the issuance of NOC by the concerned Executive Engineer for Access, Location and Layout of Roadside Fuel /Service Station/Private Properties situated along the State Roads (SH/MDR/ODR/LR) in the State of Punjab, the Governor of Punjab is pleased to notify the revised Guidelines/Norms for Grant of permissions by the concerned Executive Engineer for construction of access to Fuel Stations. Wayside Amenities, Private Properties, Rest Area Complexes, Connecting Roads and such other facilities which are situated or being proposed along the State Roads (SH/MDR/ODR/LR) in the State of Punjab, as under:-

1. The revised Guidelines/Norms for Location, Layout and Access (technical parameters only) for Grant of permissions/NOC for construction of access to Fuel Stations, Wayside Amenities, Private Properties, Rest Area Complexes, Connecting Roads and such other facilities as contained/stipulated in the MoRT&H's circular No. RW-NH-33032/01/2017-S&R(R), dated 26.06.2020 and subsequent amendments (if any) shall be followed for State Roods (SH/MDR/ODR/LR) including schedule roads in the State of Punjab, deviations if any should be notified.

2. Lease Deed Form

   i) Format for Fuel Stations is enclosed at **Annexure-I**

   ii) Format for Residential Properties (RP) and all Other Properties (OP) is enclosed at **Annexure-II.**

3. Fees

The fees for Access, Location and Layout of Roadside Fuel/Retail Outlets/ Residential Properties/all Other Properties for calendar year shall be as under:

4.1 Access to Fuel Stations/Petrol Pumps: Lump-sum charges for a period of 5 years as illustrated at Annexure-III shall be collected from the owners of the Petrol Pumps/Fuel Stations, at the time of issuance of NOC and shall be effective from the date

Category of Road	Rates
State Highways	Rs. 4.86 Lacs
MDRS	Rs. 3.95 Lacs
ODRs/Link Roads	Rs. 3.04 Lacs

4.2 Access to Private Properties: The following charges shall be collected for a period of 5 years as illustrated at **Annexure-III**, at the time of issuance of NOC and shall be effective from the date.

a	For Individual Residential Properties	Lease Money Charges
	Rural Area	No License Fee
	Urban Area	
b	Properties other than individual residential properties (Wayside Amenities, Private Properties, Rest Area Complexes, Connecting Roads and such other facilities.)	
	Rural Area	Rs. 1.82 Lacs
	Urban Area (Population less than 10 Lacs)	Rs. 1.82 Lacs
	Urban Area (Population 10 to 20 Lacs)	Rs. 3.65 Lacs
	Urban Area(Population more than 20 Lacs)	Rs. 7.30 Lacs

The above prescribed fee shall be increased @ 5% for every subsequent year for new applicants during the calendar year. A Non-refundable processing fee of Rs. 10,000/- for NOC will be charged extra. The fees shall be deposited in form of Demand Draft in favour of Joint Secretary, Punjab Roads and Bridges Development Board payable at Chandigarh. The applicant shall pay the applicable fees/ charges at the end of expiry of 5 years for a further period of 5 years with compounded rate.

5 In case of existing Fuel Stations/Private Properties, for which approval/NOC was earlier obtained from the State Government before issuance of this notification, renewal of the access permission shall be obtained by depositing the applicable fee within time period of 1 month from the date of expiry of existing lease.

6. In cases where access is to be given to a Residential/Commercial Colony PUDA Act/Rules/Instructions issued by the Department of Housing & Urban Development from time to time, would also be adhered to.

7. Relaxation in guidelines/norms. In case of any conflict on ground needing any relaxation in Guidelines/ Norms for State Roads (SH/MDR/ODR/LR), the relaxation may be granted with the approval of Hon'ble Minister, Public Works.

8 This issues with the approval of the competent authority.

Sd/-
(NILKANTH S.AVHAD)
Secretary to Govt. of Punjab
Public Works Department (B & R)

Chandigarh
The 3rd August, 2023

3796/8-2026/Pb. Govt. Press, S.A.S. Nagar

ANNEXURE-I

LICENSE DEED for the use of ROW LAND for roads in the State of Punjab

(Fuel Station)

AGREEMENT to construct an approach /access road with necessary provisions for drainage, signage and markings, to..... abutting on the ..... boundary of .....in Kilometer.....in survey no. ..... of the village .....in the Tehsil of ..... of the ..... District.

An AGREEMENT made this..... day of .....Year Two Thousand ..... between the Governor of Punjab (hereinafter called the his successors in office and assigns) for the one part an (name and address of Oil company) hereinafter called "Licensee"/"the Licensees" (which expression shall, unless excluded by repugnant to the context, include the said licensee's successor/Licensees successors, heirs executors, administrators and assigns) of the other part.

2. Whereas the Licensee has/licensees have applied to the Government for permission to construct on the Government land an approach road with necessary provisions for drainage, signs and markings to his/their property abutting on the boundary of _____in Kilometer _____ in the _____Tehsil of the _____ District more particularly described in the schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as " the said premises').

3. And WHEREAS THE GOVERNMENT has agreed to grant such permission on the terms and conditions hereinafter mentioned.

4. Now, this agreement witnessed that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee/licensees to be observed and performed, the Govt. hereby grants to the licensee/licensees permission to construct an access/approach road with necessary provisions for drinking water and toilet facilities, drainage works, signs and marking to the said premises as per approved drawing attached subject to the following terms and conditions namely.

(i) That the licensee/licensees shall within 12 months from date of receipt of the permission, but without interfering in any way with the highway traffic, complete the construction of the approach road (including deceleration/ acceleration lanes) and shall make provisions for drinking water and toilet facilities, drainage, signs and markings at his own cost and to the full satisfaction of the concerned road authority according to the approved drawing and specifications. The drinking water and toilet facilities shall be accessible to the public round the clock. In order to inform the public about these, a display board showing availability of such facilities shall be installed before the entry to the fuel station. The said approach road shall not be brought into use after its completion until the Government/PWD gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawing and specifications. The fuel Station would be energized by the concerned oil company only after completion certificate has been issued by the Executive Engineer.

(ii) That on completion of the said work, that part of the approach road, which lies within the limits of Government road land together with any culvert or drain there in constructed shall become the absolute property of the Government subject to the rights of the licensee/licensees to use the same for ingress and egress.

(iii) The licensee/licensees shall at his/their own cost construct & keep the said approach road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Executive Engineer. The approach roads would be considered in proper conditions when they are free from potholes and patches. The culverts and drains would be kept in clean conditions to allow full discharge of the storm water, signs and markings to be kept at their respective locations and in clean condition for visibility at all times.

(iv) That within six months of a notice duly given to the licensee/licensees in this behalf, the licensee/licensees shall at his/their own cost remove the said approach road or any drainage wok constructed in connection therewith and restore the land to its original condition when required to do so by the Government or by any person duly authorized on its behalf. The licensee/licensees shall not be entitled to any compensation on account of such removal and restoration.

(v) That the approach road shall not be used for any purpose other than that of access to and egress from the premises of the licensee/licensees on to the Government road.

(vi) That the licensee/licensees shall not, without the prior permission in writing of the Government/PWD in any way extend or alter the said approach road or any culvert or drainage therein.

(vii) That the licensee/licensees shall at all times permit any duly authorized officer of the Government/PWD to inspect the said approach road including any culvert or drainage therein. He shall keep the said approach road clear and shall not be entitled to close any right of way over or in respect of the same against Government, or any member of the public.

(viii) That the licensee/ licensees shall be liable for any loss or damage caused to the Government by drain obstruction or any other like cause due to the said approach road or the drainage work.

(ix) That the permission granted by this license shall not in any way be deemed to convey to the licensee/licensees any right into or over, or any interest in Government land other than that herein expressly granted.

(x) That in case the said approach road is destroyed, this license shall determine and the license/licensees shall not be entitled to claim any right to construct another approach road in lieu of that so destroyed.

(xi) That during the subsistence of this license, the said approach road including the road drainage shall be deemed to have been constructed only by the consent and permission of the Government so that the right of the licensee/licensees to use the same shall not become absolute and indefeasible by lapse of time.

(xii) In cases of defaults/deviations found during inspections by concerned road authority, each deficiency shall be immediately rectified, which in no case

should exceed 30 days from the date of inspection. The failure to rectify the identified deficiencies within the prescribed time would lead to de-energizing the fuel station by the concerned Oil Company. The reenergizing would be done only on complete rectification and on the authorization by Executive Engineer.

(xiii) That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.

(xiv) The Oil Company shall have to enter into an Agreement for signing the license deed for five years with the Executive Engineer for the use of road/ highway land. The license shall be issued to the Oil Company on payment of the fees notified by the Government of Punjab as license fee valid for a period five years, along with the application. A non-refundable processing fee of Rs. 10,000/- per application shall also be deposited with the application.

5. On the expiry of lease, the access permission may be renewed by the concerned Executive Engineer on re-payment of license fee as applicable for the year for a further period of 5 years if it conforms to the stipulated norms of the PWD. In case of existing fuel stations constructed as per PWD norms but for which prior approval has not been obtained from the PWD, a penalty of Rs.10,00,000/- shall be imposed on the Oil Company to regularize such fuel stations. However, in case of fuel stations existing on newly categorized SHs/MDRs/ODRs, there shall be no penalty but, such Oil Companies shall have to pay the processing fee of Rs.10,000/- to the Executive Engineer and will be granted 12 month's time to comply with the PWD's norms in the form of an Agreement as below:-

i. That if and when parallel service roads are constructed the access to fuel station shall be from the service road alone and no claim/compensation shall be entertained on that account.

ii. That this Agreement shall remain in force for five years from the date of execution in the first instance and be terminable by a notice of 6 months and the permission may be renewed after expiry of the said period.

iii. That the license hereby granted shall not be transferable.

iv. That the licensee/licensees shall bear the cost of Stamp and attestation of this Agreement.

v. In case of change of categorization of road, the necessary fees as per the Government of Punjab letter as mentioned above will have to be deposited depending upon the category of the road afresh after reducing the already deposited fees on pro-rata basis if any.

6. Situations given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned Oil company to de-energize the Fuel Station;

i. Non - maintenance of deceleration lane, acceleration lane, service road, drinking water and toilet facilities, drainage system, channelisers, markings, signs and other traffic control devices in good operating conditions (as

specified in para 4 (iii), during the period of license deed and not rectifying the short comings within the specified period.

ii. Non-compliance for revising the layout of access as directed by the Executive Engineer in writing with in specified period.

7. Not-withstanding anything contained in clause 4, this license can be cancelled at any time by concerned Executive Engineer for breach of any of the terms and conditions of license and the licensee/licensees shall not be entitled to any compensation for loss caused to him/them by such cancellation nor shall be absolved from any liability already incurred by him/them under this Agreement. The licensee/licensees shall at this/their own cost remove approach road lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/licensees refusing to do so, the restoration of the Government Land to its original condition shall be done by the incharge Executive Engineer, at the cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear of land revenue without prejudice to any other remedies which may be fixed by Government in this behalf.

8. This agreement may be executed in two counter parts, each of which when executed and delivered shall be constituted an original of this agreement.

IN WITNESS WHEREOF this agreement is executed in two parts by the parties hereto on the date first above mentioned.

Signed by Shri (Name in full) the Licensee/Licensees

Signed by Shri (Name in full) for and on behalf of the Governor of Punjab

In the presence of

1. Name in full (signature) with designation

2. Name in full (signature) with designation

1. Name in full (signature) with designation

2. Name in full (signature) with designation

ANNEXURE-II

LICENSE DEED for the use of ROW LAND
[Residential Properties (RP) & all other Properties (OP)]

AGREEMENT to construct an access road with necessary provisions for damage, road signs and markings to the premises having plot No....., Survey No. ..... of the village Town.....in the Tehsil of ..... in the District.....abutting NH..... in kilometer..... .

AN AGREEMENT made this.....day of ..... Year Two thousand..... between the Governor of Punjab (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and (name and address of Owner of Property) hereinafter called "the Licensee"/"the Licensees" (which expression shall, unless excluded by or repugnant to the context, include the said licensee's successor/Licensees successors, heirs, executors, administrators and assigns) of the other part.

2. WHEREAS THE Licensee has/licensees have applied to the Government for permission to construct on the Government land an access road with necessary provisions for drainage, signs and markings to his/their property having Plot No. ....., Survey No. ..... of the village ..... in the Tehsil of ..... in the District ..... abutting State Road ..... in kilometer ..... more particularly described in the Schedule annexed hereto and shown in the drawing attached hereto (hereinafter refer to as "the said premises").

3. AND WHEREAS THE GOVERNMENT has agreed to grant such permission on the terms and conditions here in after mentioned.

4. Now, the Agreement witness that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee/licensees to be observed and performed, the Government hereby grants to the licensee/licensees permission to construct an access road to the said premises as per approved drawings attached, subject to the following terms and conditions, namely:

i. That the said access road shall not be brought into use after its completion until the Highway Administration gives a completion certificate after satisfying himself that it has been completed as per the approved drawings and specifications and issue duly signed License deed by Government / PWD.

ii. That on the completion of the said work, that part of the access road which lies within limits of Government land together with any culvert or drain therein constructed, shall become the absolute property of the Government subject to the rights of the licensee/licensees to use the same for ingress and egress.

iii. The licensee/licensees shall at his/their own costs keep the said access road and any culvert or drain therein, in proper condition and repair to the satisfaction of the Government/PWD.

iv. That within six months of a notice duly given to the licensee/licensees in this behalf, the licensee/licensees shall at his/their own cost remove the said access road or any drainage work constructed in connection therewith and restore the land to its original condition when required to do so by the Government or by any person duly authorized on its behalf. The licensee/licensees shall not be entitled to any compensation on account such removal and restoration.

v. That the access road shall not be used for any purpose other than that of access to and egress from the premises of the licensee/licensees to the Government road.

vi. That the licensee/licensees shall not, without the prior permission in writing of the Government/PWD in any way extend or alter the said access road or any culvert of drainage therein.

vii. That the licensee/licensees shall at all times permit any duly authorized officer of the Government/PWD to inspect the said access road including any culvert or drainage therein. He shall keep the said service road/access road clear and shall not be entitled to close any right of way over or in respect of the same against Government, or any member of the public.

viii. That the licensee/licensees shall not object to any future extension or improvement of service road/access road or any shifting of its connection with highways.

ix. The licensee/licensees shall have to enter into an agreement for signing the license deed for 5 years with the Executive Engineer for use of road/highway land. The license shall be issued to the licensee/licensees on payment of the fees notified by the Government of Punjab as license fee valid for a period of 5 years, alongwith the application. A non-refundable processing fee of Rs. 10,000/- per application shall be deposited with the application.

On the expiry of lease, the access permission may be renewed by the concerned Executive Engineer on re-payment of license fee as applicable for the year for a further period of 5 years if it conforms to the stipulated norms of the PWD.

x. That the licensee/licensees shall be liable for any loss or damage caused to the Government by obstruction of drain or any other similar causes due to the said access road or the drainage work.

xi. That the permission granted by this license shall be not in any way be deemed to convey to the licensee / licensees any right into or over or any interest in Government land other than that herein expressly granted.

xii. That in case the said access road is destroyed, this license shall **automatically become redundant** and the licensee/licensees shall not be entitled to claim any right to construct another access road in lieu of that so destroyed.

xiii. That during the subsistence of this license, the said access road including the road drainage shall be deemed to have been constructed only by the consent and permission of the Government so that the right of the licensee/licensees to use the same shall not become absolute and indefeasible by lapse of time.

xiv. The owner/management of other properties is not bound to get the acceleration/ deceleration lanes including other ancillary appurtenances constructed through the PWD, Punjab or the contractor/concessionaire for the project in the particular stretch of State Road. It shall be the prerogative of the owner/management of other properties to construct, the acceleration/deceleration lanes including other ancillary appurtenances whether through the PWD, Punjab/concerned concessionaire/contractor in the project section at the cost of the owner/management of other properties or by themselves through any other agency.

xv. The access road including acceleration/deceleration lanes shall be constructed within available Right of Way (ROW) of the State Road. However, in case of non availability of adequate ROW for construction of these facilities, owner/management of other properties shall acquire required additional land at their cost for construction of such facilities. Similarly, access for/egress to the facility (primarily for cluster, etc.) may be provided from the Service road which has been developed already; however, service road of required length shall have to be constructed by the owner/management of other properties at their cost in case the same has not been constructed but is required for providing access to such properties; additional land acquisition required for construction of service road beyond available ROW of State Road in such cases shall have to be done by the owner/management of other properties at their cost.

xvi. The licensee/licensees shall at his/their own cost remove access road laying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/licensees refusing to do so, the restoration of the Government land to its original condition shall be done by the Government/PWD, at cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear of land revenue without prejudice to any other remedies which may be fixed by Government in his behalf.

xvii. That, if the licensee fails/licensees fail to execute any work which he has/they have agreed under this agreement to the full satisfaction of the Government/PWD, the work shall be executed by the Government/PWD at the cost of licensee/licensees and the expenditure so incurred shall be recoverable from the licensee/licensees as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

xviii. That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.

xix. That if and when parallel service roads are constructed, the access to premises shall be from the service road alone as determine by the Government/PWD and no claim for compensation shall be entertained on that account.

xx. That this Agreement shall, **in normal circumstances,** remain in force for five years from the date of execution and may be terminated by a notice of 6 months, **if required, for traffic safety or other causes as mentioned in clause (iv) above.**

xxi. That the license hereby granted shall not be transferable.

xxii. That the licensee/licensees shall bear the cost of Stamping for execution of this Agreement.

Not-withstanding anything contained in clause (4) above, this license can be cancelled at any time by the licensor through the Executive Engineer, for breach of any of the terms and conditions of the license and the licensee/licensees shall not be entitled to any compensation for loss caused to him/them by such cancellation nor shall be absolved from any liability already incurred by him/them under this Agreement.

IN WITNESS WHERE OF this agreement is executed in two parts by the parties here to on the date first above mentioned.

Signed by Shri (Name in full) the Licensee/Licensees

Signed by Shri (Name in full) for and on behalf of the Governor of Punjab

In the presence of

1. Name in full (signature) with designation

2. Name in full (signature) with designation

1. Name in full (signature) with designation

2. Name in full (signature) with designation

Calculation Sheet for fee for the Calendar Year from 2023 to 2030

Annexure- III

4.1 Access to Fuel Station/Petrol Pumps:

Category of Road	Rates for CY 2023 (Rs. In Lacs)	Rates for CY 2024 (Rs. In Lacs)	Rates for CY 2025 (Rs. In Lacs)	Rates for CY 2026 (Rs. In Lacs)	Rates for CY 2027 (Rs. In Lacs)	Rates for CY 2028 (Rs. In Lacs)	Rates for CY 2029 (Rs. In Lacs)	Rates for CY 2030 (Rs. In Lacs)
State Highways	4.86	5.10	5.35	5.62	5.90	6.20	6.51	6.83
MDRs	3.95	4.14	4.35	4.57	4.80	5.04	5.29	5.55
ODRs/Link Roads	3.04	3.19	3.35	3.51	3.69	3.87	4.06	4.26

4.2 Access to Private Properties :

	Description	Rates for CY 2023 (Rs. In Lacs)	Rates for CY 2024 (Rs. In Lacs)	Rates for CY 2025 (Rs. In Lacs)	Rates for CY 2026 (Rs. In Lacs)	Rates for CY 2027 (Rs. In Lacs)	Rates for CY 2028 (Rs. In Lacs)	Rates for CY 2029 (Rs. In Lacs)	Rates for CY 2030 (Rs. In Lacs)
a) For Residential properties	Rural Area Urban Area (Population less than 10 Lacs) Urban Area (Population 10 to 20 Lacs) Urban Area(Population more than 20 Lacs)	No License Fee	No License Fee	No License Fee	No License Fee	No License Fee	No License Fee	No License Fee	No License Fee
b) For Other Properties	Rural Area	1.82	1.91	2.00	2.10	2.21	2.32	2.43	2.55
	Urban Area (Population less than 10 Lacs)	1.82	1.91	2.00	2.10	2.21	2.32	2.43	2.55
	Urban Area (Population 10 to 20 Lacs)	3.65	3.83	4.02	4.22	4.43	4.65	4.88	5.12
	Urban Area(Population more than 20 Lacs)	7.30	7.66	8.04	8.45	8.87	9.31	9.77	10.26